

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)
AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY (ATSDR)
FLEXIBLE WORKPLACE AGREEMENT
(Commissioned Corps Officers)

The following constitutes an agreement between:

CDC/ATSDR and (Commissioned Officer)_____ of the terms and conditions of a Flexible Workplace Arrangement.

1. Commissioned Officer volunteers to participate in the flexible workplace arrangements program and to adhere to the applicable guidelines and policies. CDC/ATSDR concurs with Commissioned Officer participation and agrees to adhere to the applicable guidelines and policies. Commissioned Officers are subject to call to duty 24 hours each day, every day of the year. They are never eligible for overtime or compensatory time when they work more than 8 hours a day, during the night or on weekends, or more than 40 hours per week.
2. Commissioned Officer agrees to participate in the flexible workplace arrangement beginning _____ and ending _____.
3. Commissioned Officer's official tour of duty will be: _____ to _____ on _____ (e.g., 8:00 a.m. to 4:30 p.m. on Monday through Friday). (Note: This schedule is established for accountability only, not to record time worked for pay purposes.)

Commissioned Officer's flexible workplace tour of duty will be: ____ to ____ on _____. During these hours, Commissioned Officer will be available by telephone, fax, E-mail, etc.

4. Commissioned Officer's official duty station is: _____. The alternate duty station (the location in which the Commissioned Officer is designated to work while not at the official duty station) is: _____. Describe the designated work area in detail within the alternate duty station (including the space to be used such as home office, den, dining table, etc.; available equipment such as pc, modem, fax, etc.; and security-related equipment such as locked file cabinet and smoke detectors): _____

_____.

All pay, leave, and travel entitlements will be based on the Commissioned

Officer's official duty station.

5. Commissioned Officer's timekeeper will have a copy of his/her flexible workplace schedule. The Commissioned Officer's time and attendance will be recorded as performing official duties at the official duty station. (Certification can be accomplished by E-mail or other approved methods.)
6. Commissioned Officer must obtain supervisory approval before taking leave in accordance with procedures established by the Commissioned Corps Personnel Manual. By signing this agreement, Commissioned Officer agrees to follow established procedures for requesting and obtaining approval of leave, including station leave.
7. Commissioned Officer will continue to work in pay status while working at his/her approved alternate duty station. Commissioned Officers cannot receive overtime, compensatory time, or credit hours.
8. If Commissioned Officer is provided Government equipment, he/she will borrow and protect the Government equipment in accordance with the procedures established in FIRMR Bulletin 30, October 15, 1985. Government-owned equipment will be serviced and maintained by the Government. If Commissioned Officer provides his/her own equipment, he/she is responsible for servicing and maintaining it.
9. Provided the Commissioned Officer is given at least 24 hours notice, he/she agrees to permit periodic home inspections by the Government of the home work site at periodic intervals during his/her normal working hours to ensure proper maintenance of Government-owned property and alternate duty station conformance with safety standards and other specifications in these guidelines.
10. The Government will not be liable for damages to the Commissioned Officer's personal or real property during the course of performance of official duties or while using Government equipment in the officer's residence, except to the extent the Government is held liable by Federal Tort Claims Act claims arising under the Military Personnel and Civilian Employees Claims Act.
11. The Government will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities) whatsoever, associated with the use of the Commissioned Officer's residence if the residence is approved as the alternate duty station. By participating in this program, the Commissioned Officer does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.
12. Commissioned Officers are entitled to medical care and disability compensation in the same manner as members of other Uniformed Services if injured in the

course of actually performing official duties at the official duty station or the alternate duty station.

13. Commissioned Officer will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
14. Commissioned Officer will complete all assigned work according to work procedures discussed between the Commissioned Officer and the supervisor and according to the guidelines and standards stated in the Commissioned Officer's performance plan.
15. Commissioned Officer's job performance will be appraised and reported on the annual Commissioned Officer Effectiveness Report.
16. Commissioned Officer's most recent performance rating of record must be at least an average of "C". Commissioned Officer's records must be clear of current or pending disciplinary actions.
17. Commissioned Officer's performance appraisal covers work completed at the official duty station as well as work completed at the Commissioned Officer's alternate duty station.
18. Commissioned Officer will apply approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, Title 5 U.S.C.
19. Commissioned Officer may terminate participation in this program at any time. Management may remove the Commissioned Officer from the program for such reasons as the Commissioned Officer's performance declines, the arrangement fails to benefit organization needs, etc.
20. Commissioned Officer agrees to limit the performance of his/her officially assigned duties to his/her official duty station or to agency-approved alternate duty stations or other temporary location(s) as approved by the supervisor. Failure to comply with this provision may result in termination of the flexible workplace arrangement and/or disciplinary action.
21. Commissioned Officer agrees to use scheduled duty time for officially assigned duties rather than for care of children, other dependents, ill family members, or for other unauthorized responsibilities. Failure to comply with this provision may result in termination of the flexible workplace arrangement, and/or other disciplinary action.
22. Commissioned Officer is responsible for ensuring the safety and adequacy of the home workplace, if approved as the alternate duty station, and for ensuring that

applicable building and safety codes are met. This includes but is not limited to: assuring that the home's electrical system is adequate for the use of Government equipment, safeguarding Government equipment from children and pets, and providing smoke detectors if required by the applicable building code. (Commissioned Officers are encouraged to provide smoke detectors even if not required by the building code.)

23. All Government-provided equipment is for official government business only. Commissioned Officers are prohibited from using such equipment for private purposes.
24. The Standards of Conduct continue to apply to Commissioned Officers at their alternate duty station.
25. At specified intervals (agreement expiration/renewal date), the supervisor and the Commissioned Officer will conduct an evaluation that summarizes the flexible workplace impact on the official duty station, the employee, the supervisor, and other organizational elements.

Commissioned Officer	Date	
Supervisor	Date	Immediate
Approving Official	Date	Designated
Flexible Workplace Coordinator	Date Reviewed	HRMO